From:	David Zisser <david@b-aparthotels.com>
To:	ehud barak <ehbarak1@gmail.com>
CC:	
Date:	Tue, 3/25/2014 12:08:06 AM
Subject:	Fwd: NDA - Project Rome- Renova 24-3-14_ML review.docx

It's in the word file, and cannot be seen on i-phone.
Anyway, please see below in Yaakov mail we added in blue, we have changed the wording again and we propose the blue one.
Other than that all is ok.
I'm available on the phone if needed,
Thanks
david

:ע

<span/: ehud barak <ehbarak1@gmail.com>
<span/: 24 21:14:01 2014 GMT+2
: David Zisser <david@b-aparthotels.com>
: : NDA - Project Rome- Renova 24-3-14_ML review.docx

David
I do not see where is the redline reflecting your reservation.
Pl resend and make sure it is clear.
Thx
EB

Sent from my iPhone

On Mar 24, 2014, at 21:01, David Zisser <david@b-aparthotels.com> wrote:

> Ehud,
> We accepted all their comments besides one which is in redline for their review.
>
> Regards,
>
> David
>
> :ע
>
> **:<span/** ehud barak <ehbarak1@gmail.com>
> **:<span/** 24 17:50:59 2014 GMT+2
> **:** Zisser David <david@b-aparthotels.com>
> **: ע: NDA - Project Rome-Renova 24-3-14_ML review.docx**

David
Pl read a minor correction
Renova wants to put into the
NDA in order to sign.
I don't think that's important.
But I need your approval in
order to move forward.
Pl respond asap.
Best
EB

Sent from my iPhone

Begin forwarded message:

From: Tesis
Yakov
<Y.Tesis@renova-
group.ru>
Date: March 24,
2014 at 17:25:26
GMT+2
To:
"ehbarak1@gmail.com"
<ehbarak1@gmail.com>
**Subject: NDA -
Project Rome-
Renova 24-3-
14_ML
review.docx**

Here is the new
draft of the NDA.
I can pay your
attention only on
the following
amendment to the
article 6 (marked
with red):

6. All
Confidential
Information
is
and
shall
remain
the
property
of

the Disclosing Party. At any time that the Disclosing Party may request, but no later than seven (7) business days after such request, shall certify in writing that all copies thereof in its possession have been destroyed. Notwithstanding the above, the Recipient Party, its affiliates and its or its affiliates'

Representatives may retain any Confidential Information if it is required to do so by any applicable law, regulation or a court order, provided that the Recipient Party gives a prompt written notice to the Disclosing Party with a list of Confidential Information that has been retained and takes reasonable and

lawful steps to avoid and / or minimize the extent of such retention unless such notice is prohibited by law or regulation or by a regulator or a court. Instead we offer:

Furthermore, the Disclosing Party is aware that any circumvention by the Recipient Party will result in irreparable injury and damage to the Disclosing Party for which there

will be no adequate remedy at law, and as such will be entitled to an adequate monetary compensation equal to the maximum proceeds it would realize from the Project, plus any expenses, including, but not limited to legal expenses that may be incurred while attempting to recover such monetary compensation.

Minding that it is quite typical and standard, sure, it will not be subject of discussion. As for the rest changings – all are stylistics.

Ready to initiate.
Let me know, pls

Regards

<NDA - Project Rome- Renova 24-3-14- YS Comments.docx>